# Case 18-24756-GLT Doc 26 Filed 01/20/19 Entered 01/21/19 00:45:11 Desc Imaged Certificate of Notice Page 1 of 11

| Fill in this info               | ormation to identif                         | y your case:                                       |   |  |  |         |   |  |
|---------------------------------|---|--|---|--|--|---------|---|--|
| Debtor 1                        | Jacqualine                                  | M.   | McAlister   | [  | Check if this  | s an a  | amended                                       |  |
|                                 | First Name                                  | Middle Name  | Last Name   |  | plan, and list                                       |         |   |  |
| Debtor 2<br>(Spouse, if filing) | First Name                                  | Middle Name  | Last Name   |  | sections of th<br>been change                        | •       | i mai nave                                    |  |
| United States Ba                | nkruptcy Court for the                      | Western District of Pe                             | ennsylvania                                       |  |  |         |   |  |
| Case numbe                      | 18-24756                                    |  |   |  |  |         |   |  |
| (if known)                      |   |  |   |  |  |         |   |  |
| Western                         | District of P                               | ennsvlvani   | ia  |  |  |         |   |  |
|                                 | 13 Plan                                     | -  |   |  |  |         |   |  |
| Port 4. N. 4                    |   |  |   |  |  |         |   |  |
| Part 1: Not                     | This form sets                              | out options that n                                 | nav be appropriat                                 | e in some cases, but the pres  | ence of an option of                                 | on the  | form does not                                 |  |
| 10 200.0101                     | indicate that the                           | e option is appro                                  | priate in your cir                                | cumstances. Plans that do no plan control unless otherwise   | ot comply with loc                                   | al rul  |   |  |
|                                 | In the following n                          | otice to creditors, y                              | ou must check eac                                 | h box that applies.  |  |         |   |  |
| To Creditors:                   | YOUR RIGHTS I                               | MAY BE AFFECTE                                     | D BY THIS PLAN.                                   | YOUR CLAIM MAY BE REDUC  | ED, MODIFIED, OR ELIMINATED.                         |         |   |  |
|                                 |   | this plan carefully a<br>y wish to consult or      |   | your attorney if you have one in t   | nis bankruptcy case. If you do not have a            |         |   |  |
|                                 | ATTORNEY MU<br>THE CONFIRMA<br>PLAN WITHOUT | ST FILE AN OBJE<br>ATION HEARING,<br>FURTHER NOTIC | ECTION TO CONF<br>UNLESS OTHER<br>CE IF NO OBJECT | YOUR CLAIM OR ANY PROV<br>FIRMATION AT LEAST SEVEN<br>WISE ORDERED BY THE COU<br>TION TO CONFIRMATION IS FIL<br>DOF OF CLAIM IN ORDER TO E | (7) DAYS BEFORE<br>JRT. THE COURT<br>LED. SEE BANKRU | THE I   | DATE SET FOR<br>CONFIRM THIS<br>RULE 3015. IN |  |
|                                 | includes each o                             | of the following it                                |   | . Debtor(s) must check one bouded" box is unchecked or boan.   |  |         |   |  |
| payment                         | •   |  | •   | t 3, which may result in a partia<br>ate action will be required t   |  | •       | Not Included                                  |  |
|                                 | of a judicial lien o<br>l (a separate actio |  |   | oney security interest, set out<br>n limit)  | in   Included  | •       | Not Included                                  |  |
| .3 Nonstanda                    | ırd provisions, set                         | out in Part 9                                      |   |  | ○ Included   | •       | Not Included                                  |  |
|                                 |   |  |   |  |  |         |   |  |
| Part 2: Pla                     | n Payments and                              | Length of Plan                                     |   |  |  |         |   |  |
| Debtor(s) will                  | make regular pay                            | ments to the trust                                 | ee:   |  |  |         |   |  |
| Total amount                    |   |  |   | erm of <u>60</u> months shall be p   | aid to the trustee fro                               | om futi | ıre earnings as                               |  |
| follows:<br>Payments            | By Income Attach                            | nment Directly by                                  | y Debtor  | By Automated Bank Transfe  | er   |         |   |  |
| D#1                             | \$800.00                                    |  | \$0.00  | \$0.00   |  |         |   |  |
| D#2                             | \$0.00                                      |  | \$0.00  | \$0.00   |  |         |   |  |
|                                 |   |  |   |  | <u>—</u>   |         |   |  |

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| 2.2   | Additional payments:   |  |                             |                           |  |                                     |                              |                                 |  |  |
|---|--|--|-----------------------------|---------------------------|--|-------------------------------------|------------------------------|---------------------------------|--|--|
|   | Unpaid Filing Fees.  | The balance of \$ _  | sha                         | all be fully paid by      | the Trustee to                                       | the Clerk o                         | f the Bankruptcy (           | Court from the first            |  |  |
|   | Check one.   |  |                             |                           |  |                                     |                              |                                 |  |  |
|   | None. If "None" is che   | None. If "None" is checked, the rest of Section 2.2 need not be completed or reproduced. |                             |                           |  |                                     |                              |                                 |  |  |
|   | The debtor(s) will ma amount, and date of e  |  |                             | tee from other s          | ources, as spe                                       | cified belov                        | w. Describe the s            | source, estimated               |  |  |
| 2.3   | The total amount to be plus any additional sou                                     |  |                             |                           | y the trustee b                                      | ased on tl                          | ne total amount              | of plan payments                |  |  |
| Pai   | t 3: Treatment of S  | ecured Claims  |                             |                           |  |                                     |                              |                                 |  |  |
| <ul> <li>3.1 Maintenance of payments and cure of default, if any, on Long-Term Continuing Debts.</li> <li>Check one.</li> <li>None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced.</li> <li>The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes red the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph.</li> </ul> |  |  |                             |                           |  | tee. Any existing automatic stay is |                              |                                 |  |  |
|   | Name of creditor   | ,  | Collateral                  |                           | Current<br>installm<br>paymen                        | ent                                 | Amount of arrearage (if any) | Start date<br>(MM/YYYY)         |  |  |
|   | United Home Mortga   | ge   | 88 N. Broadway Ave<br>15137 | e., N. Versailles, F      | °A \$6   | 75.00                               | \$4,500.00                   | 01/2019                         |  |  |
|   | Insert additional claims as  | needed.  |                             |                           |  |                                     |                              |                                 |  |  |
| 3.2   | Request for valuation of Check one.  None. If "None" is che  The remainder of this | ecked, the rest of S   | Section 3.2 need not l      | be completed or r         | eproduced.<br>x in Part 1 of th                      | nis plan is                         | checked.                     |                                 |  |  |
|   | The debtor(s) will requbelow.  | uest, <b>by filing a se</b>  | parate adversary pr         | <b>oceeding</b> , that th | e court determi                                      | ne the valu                         | e of the secured c           | laims listed                    |  |  |
| For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column he <i>Amount of secured claim</i> . For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety a unsecured claim under Part 5 (provided that an appropriate order of court is obtained through an adversary proceeding).   |  |  |                             |                           |  |                                     |                              |                                 |  |  |
|   |  |  |                             |                           |  |                                     |                              |                                 |  |  |
|   | Name of creditor   | Estimated amous<br>of creditor's tota<br>claim (See Para.<br>below)                      | I                           | Value of collateral       | Amount of<br>claims senior<br>to creditor's<br>claim | Amount of secured claim             | rate p                       | lonthly<br>ayment to<br>reditor |  |  |
|   |  | \$0.00   |                             | \$0.00                    | \$0.00   | \$0.00                              | 0%                           | \$0.00                          |  |  |

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| 3.3 Secured claims excluded from 11 U.S.C. § 506. |   |  |                                   |                 |                             |  |  |  |  |
|---|---|--|-----------------------------------|-----------------|-----------------------------|--|--|--|--|
|   | Check one.  |  |                                   |                 |                             |  |  |  |  |
|   | None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced.  |  |                                   |                 |                             |  |  |  |  |
|   | The claims listed below were either:  |  |                                   |                 |                             |  |  |  |  |
|   | (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or   |  |                                   |                 |                             |  |  |  |  |
|   | (2) Incurred within one (1) year of th  | e petition date and secured by a p   | urchase money security interest   | in any other th | ing of value.               |  |  |  |  |
|   | These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.   |  |                                   |                 |                             |  |  |  |  |
|   | Name of creditor  | Collateral   | Amount of claim                   | Interest rate   | Monthly payment to creditor |  |  |  |  |
|   |   |  | \$0.00                            | 0%              | \$0.00                      |  |  |  |  |
|   | Insert additional claims as needed.   | -  |                                   |                 |                             |  |  |  |  |
| 3.4   | Lien Avoidance.   |  |                                   |                 |                             |  |  |  |  |
|   | Check one.  | Check one.   |                                   |                 |                             |  |  |  |  |
|   | None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced.  The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.   |  |                                   |                 |                             |  |  |  |  |
|   | The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, <i>by filing a separate motion</i> , that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. |  |                                   |                 |                             |  |  |  |  |
|   | Name of creditor  | Collateral   | Modified principal balance*       | Interest rate   | Monthly payment or pro rata |  |  |  |  |
|   |   |  | \$0.00                            | 0%              | \$0.00                      |  |  |  |  |
|   | Insert additional claims as needed.   | _  |                                   |                 |                             |  |  |  |  |
|   | *If the lien will be wholly avoided, insert \$0 for Modified principal balance.   |  |                                   |                 |                             |  |  |  |  |
| 3.5   | Surrender of Collateral.  | Surrender of Collateral.   |                                   |                 |                             |  |  |  |  |
|   | Check one.  |  |                                   |                 |                             |  |  |  |  |
|   | None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.  |  |                                   |                 |                             |  |  |  |  |
|   | confirmation of this plan the stay  | to each creditor listed below the c<br>y under 11 U.S.C. § 362(a) be terr<br>ny allowed unsecured claim resultin | ninated as to the collateral only | and that the s  | tay under 11 U.S.C. § 1301  |  |  |  |  |
|   | Name of creditor  |  | Collateral                        |                 |                             |  |  |  |  |
|   |   |  |                                   |                 |                             |  |  |  |  |
|   |   |  |                                   |                 |                             |  |  |  |  |

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### 3.6 Secured tax claims.

| Name of taxing authority | Total amount of claim | Type of tax | Interest<br>rate* | Identifying number(s) if collateral is real estate | Tax periods |
|--------------------------|-----------------------|-------------|-------------------|--|-------------|
|                          | \$0.00                |             | 0%                |  |             |

Insert additional claims as needed.

\* The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Part 4:

**Treatment of Fees and Priority Claims** 

### 4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

### 4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

### 4.3 Attorney's fees.

| Attorney's fees are payable to Dennis J. Spyra   | In addition to a retainer of \$1000.0   | <sup>/0</sup> (of which \$ was a      |
|--|---|---------------------------------------|
| payment to reimburse costs advanced and/or a no-look costs deposit   |   |                                       |
| to be paid at the rate of \$200.00 per month. Including any retain   | ner paid, a total of \$ in fee          | es and costs reimbursement has been   |
| approved by the court to date, based on a combination of the n   | o-look fee and costs deposit and p      | reviously approved application(s) for |
| compensation above the no-look fee. An additional \$ wadditional amount will be paid through the plan, and this plan contain amounts required to be paid under this plan to holders of allowed unset | ns sufficient funding to pay that addit |                                       |
| Check here if a no-look fee in the amount provided for in Local Ba debtor(s) through participation in the bankruptcy court's Loss Mitig compensation requested, above).                              |   |                                       |

### 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

| Name of creditor | Total amount of claim | Interest<br>rate<br>(0% if blank) | Statute providing priority status |
|------------------|-----------------------|-----------------------------------|-----------------------------------|
|                  | \$0.00                | 0%                                |                                   |

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|     | If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders. |                       |                        |                                |                             |  |  |  |  |
|-----|--|-----------------------|------------------------|--------------------------------|-----------------------------|--|--|--|--|
|     | Check here if this payment is for prepetition arrearages only.   |                       |                        |                                |                             |  |  |  |  |
|     | Name of creditor (specify the actual payee, e.g. Pa<br>SCDU)   | A Description         |                        | Claim                          | Monthly payment or pro rata |  |  |  |  |
|     |  |                       |                        | \$0.00                         | \$0.00                      |  |  |  |  |
|     | Insert additional claims as needed.  |                       |                        |                                |                             |  |  |  |  |
| 4.6 | Domestic Support Obligations assigned or owed  | d to a governmental   | unit and paid less tha | n full amount.                 |                             |  |  |  |  |
|     | Check one.   |                       |                        |                                |                             |  |  |  |  |
|     | None. If "None" is checked, the rest of Section  | 1 4.6 need not be com | pleted or reproduced.  |                                |                             |  |  |  |  |
|     | The allowed priority claims listed below are governmental unit and will be paid less than payments in Section 2.1 be for a term of 60 mo   | the full amount of t  | he claim under 11 U.S  |                                |                             |  |  |  |  |
|     | Name of creditor   |                       | Amount of claim to     | be paid                        |                             |  |  |  |  |
|     |  |                       |                        | \$0.00                         |                             |  |  |  |  |
|     | Insert additional claims as needed.  |                       |                        |                                |                             |  |  |  |  |
| 4.7 | Priority unsecured tax claims paid in full.  |                       |                        |                                |                             |  |  |  |  |
|     | Name of taxing authority To  | otal amount of claim  | Type of tax            | Interest<br>rate (0%<br>blank) | Tax periods<br>if           |  |  |  |  |
|     |  | \$0.00                |                        | 0%                             |                             |  |  |  |  |
|     |  | ·                     |                        | ·                              |                             |  |  |  |  |

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Part 5:

**Treatment of Nonpriority Unsecured Claims** 

| 5.1 | Nonpriority unsecured claims not separately classified.  |  |  |   |   |  |  |  |  |
|-----|--|--|--|---|---|--|--|--|--|
|     | Debtor(s) <i>ESTIMATE(S)</i> that a total of \$0.00 will be available for distribution to nonpriority unsecured creditors.   |  |  |   |   |  |  |  |  |
|     | Debtor(s) <b>ACKNOWLEDGE(S)</b> that a <b>MINIMUM</b> of \$0.00 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).   |  |  |   |   |  |  |  |  |
|     | The total pool of funds estimated above is <b>NOT</b> to available for payment to these creditors under the percentage of payment to general unsecured credit of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within the included in this class.   | plan base will be determin<br>fors is 0%. Th<br>unless all timely filed clai             | ned only after audit of the percentage of payment researchers.  The percentage of payment researchers are percentaged. | olan at time of complet<br>may change, based up<br>Thereafter, all late-filed | ion. The estimated<br>on the total amoun<br>d claims will be paid |  |  |  |  |
| 5.2 | Maintenance of payments and cure of any defau  | It on nonpriority unsecu   | ıred claims.   |   |   |  |  |  |  |
|     | Check one.   |  |  |   |   |  |  |  |  |
|     | None. If "None" is checked, the rest of Section  | None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced. |  |   |   |  |  |  |  |
|     | The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee.  |  |  |   |   |  |  |  |  |
|     |  | Current installment payment  | Amount of arrearage to be paid on the claim  | Estimated total payments by trustee   | Payment<br>beginning<br>date (MM/<br>YYYY)                        |  |  |  |  |
|     |  | \$0.00   | \$0.00   | \$0.00  |   |  |  |  |  |
|     | Insert additional claims as needed.  |  |  |   |   |  |  |  |  |
| 5.3 | Postpetition utility monthly payments.   |  |  |   |   |  |  |  |  |
|     | The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment wi not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file at amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge. |  |  |   |   |  |  |  |  |
|     | Name of creditor   | Monthly pay  | ment Postpetit   | ition account number  |   |  |  |  |  |
|     |  | •  | 60.00  |   |   |  |  |  |  |
|     | Insert additional claims as needed.  |  |  |   |   |  |  |  |  |

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| 5.4 Other separately classified nonpriority unsecured claims. |  |  |                                   |                                |                                  |                                     |  |  |  |  |
|---|--|--|-----------------------------------|--------------------------------|----------------------------------|-------------------------------------|--|--|--|--|
|   | Check one.   |  |                                   |                                |                                  |                                     |  |  |  |  |
|   | None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.   |  |                                   |                                |                                  |                                     |  |  |  |  |
|   | The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:  |  |                                   |                                |                                  |                                     |  |  |  |  |
|   | Name of creditor   | Basis for separate cla<br>treatment                  |                                   |                                | rate p                           | Estimated total payments by trustee |  |  |  |  |
|   |  |  |                                   | \$0.00                         | 0%                               | \$0.00                              |  |  |  |  |
|   | Insert additional claims as nee  | eded.  |                                   |                                |                                  |                                     |  |  |  |  |
| Par   | t 6: Executory Contra  | cts and Unexpired Leases                             |                                   |                                |                                  |                                     |  |  |  |  |
| •   | The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.  Check one.  None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced.  Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee. |  |                                   |                                |                                  |                                     |  |  |  |  |
|   | Name of creditor   | Description of leased property or executory contract | Current<br>installment<br>payment | Amount of arrearage to be paid | Estimated to payments by trustee |                                     |  |  |  |  |
|   |  |  | \$0.00                            | \$0.00                         | \$0.00                           |                                     |  |  |  |  |
|   | Insert additional claims as nee  | eded.  | _                                 |                                | _                                |                                     |  |  |  |  |
| Par   | t 7: Vesting of Proper   | ty of the Estate                                     |                                   |                                |                                  |                                     |  |  |  |  |
| 7.1   | Property of the estate shall r   | not re-vest in the debtor(s) until the d             | lebtor(s) have co                 | mpleted all payments           | under the con                    | firmed plan.                        |  |  |  |  |

### Part 8: General Principles Applicable to All Chapter 13 Plans

- **8.1** This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

#### 

- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

### Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 8 of 9

## D®ase 18-24/756-ውଧFter Doc 26 Filed 01/20/19 Entered 01/21/19-90 ማቀም:11 ነጋረታቸው Imaged Certificate of Notice Page 9 of 11

Part 10: Signatures

### 10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

.. .. .. ... .

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

| X/s/Jacqualine M. McAlister      | X                     |  |  |  |
|----------------------------------|-----------------------|--|--|--|
| Signature of Debtor 1            | Signature of Debtor 2 |  |  |  |
| Executed on12/11/2018            | Executed on           |  |  |  |
| MM/DD/YYYY                       | MM/DD/YYYY            |  |  |  |
| <b>X</b> /s/Dennis J. Spyra      | Date12/11/2018        |  |  |  |
| Signature of debtor(s)' attorney | MM/DD/YYYY            |  |  |  |

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 9 of 9

# Case 18-24756-GLT Doc 26 Filed 01/20/19 Entered 01/21/19 00:45:11 Desc Imaged Certificate of Notice Page 10 of 11 United States Bankruptcy Court

Western District of Pennsylvania

In re: Jacqualine M. McAlister Debtor

Case No. 18-24756-GLT Chapter 13

### CERTIFICATE OF NOTICE

District/off: 0315-2 User: lfin Page 1 of 2 Date Rcvd: Jan 18, 2019 Form ID: pdf900 Total Noticed: 26

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Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on
Jan 20, 2019.
                 +Jacqualine M. McAlister, 88 North Broadway Ave, North Versailles, PA 15137-1839
Allegheny County Treasurer, Room 108 Court House, Pittsburgh, PA 15219
+Client Services, Inc., 3451 Harry Truman Boulevard, Saint Charles, MO 63301-9816
+Committy Bank/Victoria's Secret, Portfolio Recovery Associates, LLC, P.O. Box 12914,
db
14963048
14963055
14963057
                   Norfolk, VA 23541-0914
                                                                                            Southfield MI 48034-8331
                 +Credit Acceptance, 25505 West Twelve Mile Rd, Suite 3000,
14963543
                 +Credit Acceptance Corp, P.O. Box 5070, Southfield, MI 48086-5070
+Fed Loan Service, P.O. Box 60610, Harrisburg, PA 17106-0610
14963058
14963060
                                         Tax Collector, 1401 Greensburgh Ave., Suite 3,
14963066
                 +Mary Ann Fetsick,
                   North Versailles, PA 15137-1630
14977105
                 +Peoples Natural Gas Company LLC,
                                                         c/o S. James Wallace, P.C., 845 N. Lincoln Avenue,
                   Pittsburgh, PA 15233-1828
                #+Pressler, Felt & Warshaw, LLP,
                                                        Attn: Ian Zev Winograd, Esq.,
14963067
                   508 Prudential Road, Suite 200-B, Horsham, PA 19044-2309
14963068
                 +Union Home Mortgage, 8241 Dow Circle West, Strongsville, OH 44136-1761
Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
                 +E-mail/PDF: acg.acg.ebn@americaninfosource.com Jan 19 2019 02:19:29
                   Capital One Auto Finance, a division of Capital On, 4515 N Santa Fe Ave. Dept. APS,
                   Oklahoma City, OK 73118-7901
                 +E-mail/Text: kburkley@bernsteinlaw.com Jan 19 2019 02:13:14
cr
                                                                                            Duquesne Light Company,
                   c/o Bernstein-Burkley, P.C.,
Pittsburgh, PA 15219-1945
                                                       707 Grant Street, Suite 2200, Gulf Tower,
                  E-mail/Text: ally@ebn.phinsolutions.com Jan 19 2019 02:12:20
14969526
                                                                                             Ally Financial,
                   PO Box 130424, Roseville MN 55113-0004
14963049
                 +E-mail/Text: ally@ebn.phinsolutions.com Jan 19 2019 02:12:20
                                                                                            Ally Financial,
                   200 Renaissance Ctr,
                                            Detroit, MI 48243-1300
                 +E-mail/Text: bsimmons@amsher.com Jan 19 2019 02:13:07
14963050
                                                                                     At & T/DirecTV
                   c/o Amsher Collection Services, Inc., 4524 Southlake Parkway, Suite 15,
                   Birmingham, AL 35244-3271
14963051
                 +E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jan 19 2019 02:20:37
                                                                                                         Capital One,
                 P.O. Box 30281, Salt Lake City, UT 84130-0281
+E-mail/PDF: AIS.COAF.EBN@Americaninfosource.com Jan 19 2019 02:19:31
14963052
                 Capital One Auto Finance, 3901 Dallas Parkway, Plano, TX 75093-7864 +E-mail/PDF: acg.acg.ebn@americaninfosource.com Jan 19 2019 02:20:38
14967369
                   Capital One Auto Finance, a division of Capital On, P.O. Box 4360
                                                                                                     Houston, TX 77210-4360
14971255
                  E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Jan 19 2019 02:20:01
                 Capital One Bank (USA), N.A., PO Box 71083, Charlo +E-mail/Text: bankruptcy@cavps.com Jan 19 2019 02:13:01
                                                                          Charlotte, NC 28272-1083
                                                                                      Cavalry SPV I, LLC,
14963912
                   500 Summit Lake Drive, Ste 400, Valhalla, NY 10595-2321
                 +E-mail/Text: bankruptcy@cavps.com Jan 19 2019 02:13:01 Citibank,
14963053
                   c/o Cavalry Portfolio Services, P.O. Box 27288, Tempe, AZ 85285-7288
                 +E-mail/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Jan 19 2019 02:43:37
14963056
                                                                                                              Comenity,
                  c/o Portfolio Recovery Associates, 120 Corporate Blvd. Suite 1, Norfolk, VA 23502-4952 E-mail/Text: mrdiscen@discover.com Jan 19 2019 02:12:21 Discover Financial Services,
14963059
                   P.O. Box 15316,
                                      Wilmington, DE 19850
14966439
                  E-mail/Text: mrdiscen@discover.com Jan 19 2019 02:12:21
                                                                                       Discover Bank,
                 Discover Products Inc, PO Box 3025, New Albany, OH 43054-3025 +E-mail/Text: RVSVCBICNOTICE1@state.pa.us Jan 19 2019 02:12:38
14968070
                   Pennsylvania Department of Revenue, Bankruptcy Division PO BOX 280946,
                   Harrisburg, PA 17128-0946
                                                                                                          TOTAL: 15
             ***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****
                  Cenlar as servicer for Union Home Mortgage Corp.
cr
cr*
                 +Peoples Natural Gas Company LLC,
                                                         c/o S. James Wallace, P.C.,
                                                                                            845 N. Lincoln Ave.,
                   Pittsburgh, PA 15233-1828
14963054*
                               c/o Cavalry Portfolio Services,
                                                                       P.O. Box 27288,
                 +Citibank,
                                                                                            Tempe, AZ 85285-7288
14963061*
                 +Fed Loan Service, P.O. Box 60610, Harrisburg, PA 17106-0610
14963062*
                 +Fed Loan Service,
                                         P.O. Box 60610,
                                                              Harrisburg, PA 17106-0610
14963063*
                 +Fed Loan Service,
                                         P.O. Box 60610,
                                                              Harrisburg, PA 17106-0610
                 +Fed Loan Service,
14963064*
                                         P.O. Box 60610,
                                                              Harrisburg, PA 17106-0610
                                        P.O. Box 60610,
14963065*
                 +Fed Loan Service,
                                                              Harrisburg, PA 17106-0610
                                                                                                          TOTALS: 1, * 7, ## 0
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Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

## Case 18-24756-GLT Doc 26 Filed 01/20/19 Entered 01/21/19 00:45:11 Desc Imaged Certificate of Notice Page 11 of 11

District/off: 0315-2 User: lfin Page 2 of 2 Date Rcvd: Jan 18, 2019 Form ID: pdf900 Total Noticed: 26

\*\*\*\*\* BYPASSED RECIPIENTS (continued) \*\*\*\*\*

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 20, 2019 Signature: /s/Joseph Speetjens

### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 13, 2018 at the address(es) listed below:

Dennis J. Spyra on behalf of Debtor Jacqualine M. McAlister attorneyspyra@dennisspyra.com, deborah@dennisspyra.com;missdebrastone@msn.com

Keri P. Ebeck on behalf of Creditor Duquesne Light Company kebeck@bernsteinlaw.com,

DMcKay@bernsteinlaw.com
Office of the United States Trustee ustpregion03.pi.ecf@usdoj.gov

Ronda J. Winnecour cmecf@chapter13trusteewdpa.com

TOTAL: 4